

公司名稱	泰安產物保險股份有限公司
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商品名稱	泰安產物貨物運輸保險 INSTITUTE FOSFA TRADES CLAUSES (C)
申報頻率	事實發生或內容異動之日起三十日內更新

承保範圍

第一條 承保範圍

RISKS COVERED

1 This insurance covers, except as provided in Clauses 4, 5, 6 and 7 below,

1.1 loss of or damage to the subject-matter insured reasonably attributable to

1.1.1 fire or explosion

1.1.2 vessel or craft being stranded grounded sunk or capsized

1.1.3 overturning or derailment of land conveyance

1.1.4 collision or contact of vessel craft or conveyance with any external object other than water

1.1.5 discharge of cargo at a port of distress,

1.2 loss of or damage to the subject-matter insured caused by

1.2.1 general average sacrifice

1.2.2 jettison.

2 This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4, 5, 6 and 7 or elsewhere in this insurance.

3 This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder. In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim.

EXCLUSIONS

4 In no case shall this insurance cover

4.1 loss damage or expense attributable to wilful misconduct of the Assured

4.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured

4.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter

insured (for the purpose of this Clause 4.3 "packing" shall be deemed to include stowage in a container or liftvan

but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)

4.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured

4.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against

(except expenses payable under Clause 2 above)

4.6 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators

of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are

aware, or in the ordinary course of business should be aware, that such insolvency or financial default could

prevent the normal prosecution of the voyage

This exclusion shall not apply where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract

4.7 deliberate damage to or deliberate destruction of the subject-matter insured or any part thereof by the wrongful act of any person or persons

4.8 loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

5 5.1 In no case shall this insurance cover loss damage or expense arising

5.1.1 unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter

insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein

5.1.2 unfitness of container liftvan or land conveyance for the safe carriage of the subject-matter insured, where

loading therein is carried out prior to attachment of this insurance or by the Assured or their servants.

5.2 Where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract, exclusion 5.1.1 above shall not apply.

5.3 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.

6 In no case shall this insurance cover loss damage or expense caused by

6.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power

6.2 capture seizure arrest restraint or detainment, and the consequences thereof or any attempt thereat

6.3 derelict mines torpedoes bombs or other derelict weapons of war.

7 In no case shall this insurance cover loss damage or expense

7.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions

7.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions

7.3 caused by any terrorist or any person acting from a political motive.

DURATION

8 8.1 This insurance attaches from the time the goods leave the warehouse or place of storage at the place named

herein for the commencement of the transit, continues during the ordinary course of transit and terminates either

8.1.1 on delivery to the Consignees' or other final warehouse or place of storage at the destination named herein,

8.1.2 on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either

8.1.2.1 for storage other than in the ordinary course of transit or

8.1.2.2 for allocation or distribution,

or

8.1.3 on the expiry of 60 days after completion of discharge overseas of the goods hereby insured from the overseas vessel at the final port of discharge, whichever shall first occur.

8.2 If, after discharge overseas from the overseas vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.

8.3 This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.

9 If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the goods as provided for in Clause 8 above, then this insurance shall also terminate unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters, either

9.1 until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the goods hereby insured at such port or place, whichever shall first occur, or

9.2 if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 8 above.

10 Where, after attachment of this insurance, the destination is changed by the Assured, held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.

CLAIMS

11 11.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.

11.2 Subject to 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.

12 Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a port or place other than that to which the subject-matter is covered under this insurance, the Underwriters will reimburse the Assured

for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter to the destination to which it is insured hereunder.

This Clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 4, 5, 6 and 7 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their servants.

13 No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter to the destination to which it is insured would exceed its value on arrival.

14 14.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.

In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

14.2 Where this insurance is on Increased Value the following clause shall apply:

The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.

In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

BENEFIT OF INSURANCE

15 This insurance shall not inure to the benefit of the carrier or other

MINIMISING LOSSES

16 It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder

16.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss,

and

16.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

17 Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either

party.

AVOIDANCE OF DELAY

18 It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.

LAW AND PRACTICE

19 This insurance is subject to English law and practice.

一、承保範圍

本保險承保因下列危險事故引起的損失：

1. 可合理歸因於下列危險事故引起被保險標之物之滅失或損害。

- (1) 火災或爆炸。
- (2) 船舶或駁船的擱淺觸礁或傾覆。
- (3) 陸上運輸工具的傾覆或出軌。
- (4) 船舶或駁船或運輸工具與除水以外的外在任何物體之碰撞或觸撞。
- (5) 在避難港之卸貨。

2. 因下列危險事故引起被保險之標之物之滅失或毀損：

- (1) 共同海損的犧牲。
- (2) 投棄。

二、不保事項(除外責任)

1. 一般除外條款

本保險不承保下列各項損失及費用：

- (1) 得諉因於被保險人的故意過失引起的損害或費用。
- (2) 被保險標之物之正常的滲漏、正常的失重或失量或正常的耗損。
- (3) 被保險標的物的不良或不當包裝或配備引起的損害或費用。(本條款所謂的”包裝”包括在貨櫃或貨箱內之裝載，但以此種裝載發生於本保險生效前或由被保險人或其雇用之人所為之者為限。)
- (4) 被保險標之物之固有瑕疵或本質引起的損害或費用。
- (5) 主因為遲延所引起的損害或費用，即使該遲延是由承保之危險事故所引起。
- (6) 保險人必須證明滅失或損失確係由於無力清償或債務不履行所引起，且被保險人於裝船時已知，或在其一般業務運作過程應該知道。
- (7) 任何人員的不法行為引起被保標之物之全部或部份蓄意性的損害或毀損。
- (8) 任何使用原子或核子武器或其類似武器引起被保險標之物之損害或費用。

2. 不適航及不適運不保條款

(1) 本保險不保因載運船舶或駁船的不適航，及因載運船舶駁船運輸工具貨櫃或貨箱的不適安全運送之原因引起被保險標之物之損害或費用，而此種不適航或不適運原因於被保險標之物裝載之時為被保險人或其雇用人已知情者。

(2) 除為被保險人或其雇用人已知情的不適航或不適航運原因外，保險人放棄任何違反載運船舶應具備適航能力及適運條件運送被保險標之物至目的地的默示保證規定。

3. 戰爭危險(兵險)不保條款

本條款不承保下列危險事故引起的損害或費用：

- (1) 因戰爭內戰革命叛亂顛覆或其引起之內爭，或任何由於交戰國或對抗交戰國武力之敵對行為。
- (2) 因捕獲扣押拘留禁止或扣留，及因上述危險或任何上述危險威脅企圖之結果。
- (3) 遺棄的水雷魚雷炸彈或其他遺棄的戰爭武器。

4. 罷工不保條款

本保險不承保下列危險事故引起的損害或費用：

- (1) 因參與罷工、停工、工潮、暴動或民眾騷擾人員引起者。
- (2) 因罷工、停工、工潮、暴動或民眾騷擾結果引起者。
- (3) 因任何恐怖主義份子或任何人的政治動機引起者。